

CONTRACTOR'S RELEASE

Contract No. _____

Pursuant to the terms of Contract No. EC 1905

consideration of the sum of
Fourteen Dollars

is to be paid under the said contract to The Firewel Company, Cheektowaga, New York, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

None

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release of the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 19th day of July, 1965.

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Controller

CERTIFICATE

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I, _____, certify that I am the Executive Vice-President of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then Controller of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and corporate powers.

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CONTRACTOR'S ASSIGNMENT OF REFUNDS, REBATES,
CREDITS, AND OTHER AMOUNTS

Contract No. _____

Pursuant to the terms of Contract No. EC 1905 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder The Firewel Company (hereinafter called the Contractor), does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.

2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the United States Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.

3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 19th day of July, 1965.

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CERTIFICATE

I, , certify that I am the Exec. Vice-President of the corporation named as Contractor in the foregoing assignment; who signed said assignment on behalf of the Contractor was then Controller of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate

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